

AO 450 (Rev. 11/11) Judgment in a Civil Action

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA

INDIANA GRQ, LLC

Plaintiff

v.

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Civil Action No. 3:21cv227

AMERICAN GUARANTEE AND LIABILITY
INSURANCE COMPANY;
INTERSTATE FIRE & CASUALTY COMPANY;
STARR SURPLUS LINES INSURANCE
COMPANY;
CHUBB CUSTOM INSURANCE COMPANY;
GENERAL SECURITY INDEMNITY COMPANY
OF ARIZONA;
AXIS SURPLUS INSURANCE COMPANY;
IRONSHORE SPECIALTY INSURANCE
COMPANY

Defendants

AMENDED JUDGMENT IN A CIVIL ACTION

The court has ordered that (*check one*):

☐ the plaintiff _____ recover from the defendant _____
the amount of _____ dollars (\$____), which includes prejudgment
interest at the rate of _____%, plus post-judgment interest at the rate of _____ % per annum, along with
costs.

☐ the plaintiff recover nothing, the action be dismissed on the merits, and the defendant _____
recover costs from the plaintiff _____.

X other: Jury returned verdict in favor of plaintiff Indiana GRQ, LLC and against defendants American
Guarantee and Liability Insurance Company, Interstate Fire & Casualty Company, Starr Surplus Lines
Insurance Company, Chubb Custom Insurance Company, General Security Indemnity Company of
Arizona, Axis Surplus Insurance Company, and Ironshore Specialty Insurance Company.

Per jury verdict, judgment entered for plaintiff Indiana GRQ, LLC with compensatory damages in the total
amount of \$24,719,043.00 (Twenty-four million seven hundred nineteen thousand and forty-three dollars),
apportioned as follows: against defendant American Guarantee and Liability Insurance Company in the
amount of \$7,717,779.48 (Seven million seven hundred seventeen thousand seven hundred seventy-nine
dollars and forty-eight cents), against defendant Interstate Fire & Casualty Company in the amount of
\$1,157,782.70 (one million one hundred fifty-seven thousand seven hundred eighty-two dollars and
seventy cents); against defendant Starr Surplus Lines Insurance company in the amount of \$386,699.42
(three hundred eighty-six thousand six hundred ninety-nine dollars and forty-two cents); against defendant
Chubb Custom Insurance Company in the amount of \$385,541.64 (three hundred eighty-five thousand five

hundred forty-one dollars and sixty-four cents); against defendant General Security Indemnity Company of Arizona in the amount of \$385,541.64 (three hundred eighty-five thousand five hundred forty-one dollars and sixty-four cents); against defendant Axis Surplus Insurance Company in the amount of \$772,241.06 (seven hundred seventy-two thousand two hundred forty-one dollars and six cents); and against defendant Ironshore Specialty Insurance Company in the amount of \$772,241.06 (seven hundred seventy-two thousand two hundred forty-one dollars and six cents); and with the remainder of \$13,141,216.00 (thirteen million one hundred forty-one thousand two hundred sixteen dollars) imposed against all seven defendants jointly and severally.

Per the jury verdict, judgment is hereby entered for plaintiff Indiana GRQ, LLC with punitive damages against defendant American Guarantee and Liability Insurance Company in the amount of \$12,500,000.00 (Twelve million five hundred thousand dollars); against defendant Interstate Fire & Casualty Company in the amount of \$12,500,000.00 (Twelve million five hundred thousand dollars); against defendant Starr Surplus Lines Insurance Company in the amount of \$12,500,000.00 (Twelve million five hundred thousand dollars); against defendant Chubb Custom Insurance Company in the amount of \$12,500,000.00 (Twelve million five hundred thousand dollars); against defendant General Security Indemnity Company of Arizona in the amount of \$12,500,000.00 (Twelve million five hundred thousand dollars); against defendant Axis Surplus Insurance Company in the amount of \$12,500,000.00 (Twelve million five hundred thousand dollars); and against defendant Ironshore Specialty Insurance Company in the amount of \$12,500,000.00 (Twelve million five hundred thousand dollars).

Prejudgment interest is awarded in the total amount of \$2,758,116.26 (two million seven hundred fifty-eight thousand one hundred sixteen dollars and twenty-six cents) to be apportioned among the seven defendants in accordance with the court's ruling on post-trial motions of March 22, 2024 and their contractual percentages therein—namely against defendant American Guarantee and Liability Insurance Company in the amount of \$1,838,560.30 (one million eight hundred thirty-eight thousand five hundred sixty dollars and thirty cents); against defendant Interstate Fire & Casualty Company in the amount of \$275,811.62 (two hundred seventy-five thousand eight hundred eleven dollars and sixty-two cents); against defendant Starr Surplus Lines Insurance company in the amount of \$92,121.08 (ninety-two thousand one hundred twenty-one dollars and eight cents); against defendant Chubb Custom Insurance Company in the amount of \$91,845.27 (ninety-one thousand eight hundred forty-five dollars and twenty-seven cents); against defendant General Security Indemnity Company of Arizona in the amount of in the amount of \$91,845.27 (ninety-one thousand eight hundred forty-five dollars and twenty-seven cents); against defendant Axis Surplus Insurance Company in the amount of \$183,966.36 (one hundred eighty-three thousand nine hundred sixty-six dollars and thirty-six cents); and against defendant Ironshore Specialty Insurance Company in the amount of \$183,966.36 (one hundred eighty-three thousand nine hundred sixty-six dollars and thirty-six cents).

Postjudgment interest will accrue on the total judgment in accordance with law (after June 20, 2023).

Total costs awarded under Rule 54 to plaintiff Indiana GRQ, LLC in the amount of \$15,433.40 (fifteen thousand four hundred thirty-three dollars and forty cents).

This action was (*check one*):

☒ tried by a jury with Judge Damon R. Leichty presiding, and the jury has rendered a verdict.

☐ tried by Judge _____ without a jury and the above decision was reached.

☐ decided by Judge _____ on a motion for _____

DATE: March 25, 2024

Chanda J. Berta, Clerk of Court

by D. Johnson
Signature of Clerk or Deputy Clerk